

JUDGE RAKOFF

Martin F. Casey (MFC-1415)
CASEY & BARNETT, LLC
317 Madison Avenue, 21st Floor
New York, New York 10017
(212) 286-0225
Attorneys for Plaintiff

08 CV 5583

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

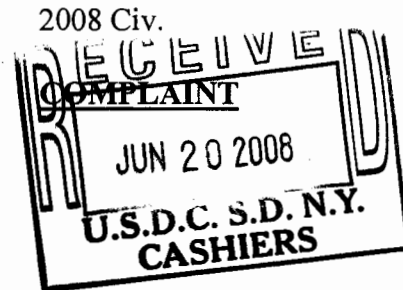
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INDEMNITY INSURANCE COMPANY OF
NORTH AMERICA a/s/o SLADE GORTON & CO.,
INC.,

Plaintiff,

- against -

HANJIN SHIPPING CO. LTD.,

Defendant.
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Plaintiff, by its attorneys, CASEY & BARNETT, LLC, for its Complaint, alleges upon information and belief, as follows:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure. Jurisdiction is predicated upon 28 U.S.C. §1333.

2. At all material times, INDEMNITY INSURANCE COMPANY OF NORTH AMERICA (hereinafter "INA" or "Plaintiff") was and is a corporation organized and existing by virtue of the laws of a foreign state with an office and place of business located at 140 Broadway, 40th Floor, New York, New York 10005 and is the subrogated underwriter of a consignment of frozen shrimp on board the M/V HANSA LONDON and the M/V HANJIN LIBSON, as more fully described below.

3. At all material times, SLADE GORTON & CO., INC., (hereinafter "Slade Gorton") was and is a business entity with an office and place of business located at 225 Southampton Street, Boston, Massachusetts 02118 and was the consignee, owner and/or assured of the consignment hereinbelow described.

4. At all material times, defendant, HANJIN SHIPPING CO. LTD. (hereinafter "Hanjin") was and is a foreign corporation with an office and place of business located at 80 East Route 4, Suite 490, Paramus, New Jersey 07652 and owns, operates, manages and/or charters ocean-going vessels, including the M/V HANSA LONDON and M/V HANJIN LIBSON, that operate between various foreign and domestic ports and, in particular, within this district and was the owner, owner *pro hac vice*, charterer, manager and/or operator of the M/V HANSA LONDON and M/V HANJIN LIBSON, and at all relevant times, was and is doing business within the jurisdiction of this Honorable Court.

5. On or about August 8, 2007, a consignment consisting of 3,460 cases of frozen shrimp laden into container number HJCU600873/7, then being in good order and condition, was delivered to the defendant and the M/V HANSA LONDON at the port of Mongolia, Bangladesh for transportation to Los Angeles, California, U.S.A. via transshipment at the port of Singapore, in consideration of an agreed freight and pursuant to Hanjin bill of lading number HJSCMGLA00311101 dated August 8, 2007.

6. Thereafter, the aforementioned consignment was loaded aboard the M/V HANSA LONDON, Hanjin bill of lading number HJSCMGLA00311101 was issued, and the vessel sailed for the intended port of destination.

7. On or about August 25, 2007 the consignment arrived at the port of Singapore.

8. Upon discharge in Singapore, it was discovered that the reefer machinery in container number HJCU600873/7 was not operating properly and failing to maintain proper temperatures.

9. As a result of the failure of container number HJCU600873/7 to maintain proper temperatures, the consignment was re-stuffed into container number HJCU605093/2 prior to transshipment and loaded aboard the M/V HANJIN LIBSON for delivery to the port of Los Angeles, California, U.S.A.

10. When the M/V HANJIN LIBSON arrived at the port of Los Angeles, California, U.S.A. it was discovered that the consignment was not in the same good order and condition as when received by the defendant, but instead had suffered physical damage during transit due to the re-stuffing of the cargo and exposure to improper temperatures.

11. The damage to the aforementioned cargo was not the result of any act or omission of the plaintiff but, to the contrary, was due solely as the result of the negligence, fault, neglect, unseaworthiness of container number HJCU600873/7, the breach of contract of carriage and bailment on the part of the defendant.

12. By reason of the foregoing, plaintiff has been sustained losses which will be shown with specificity at trial, no part of which has been paid, although duly demanded, which are presently estimated to be no less than \$145,889.46.

13. At all times relevant hereto, a contract of insurance for property damage was in effect between Slade Gorton and INA, which provided coverage for, among other things, loss or damage to the consignment.

14. Pursuant to the aforementioned contract of insurance between Slade Gorton and INA, monies have been expended on behalf of Slade Gorton to the detriment of INA due to the damages sustained during transit.

15. As INA has sustained damages as a result of said expenditures, expenditures rightly the responsibility of the defendants, INA has an equitable right of subrogation and is subrogated, to the extent of its expenditures, to the rights of its insured with respect to any and all claims for damages of against the defendant.

16. Plaintiff brings this action on its own behalf and as agent and/or trustee on behalf of and for the interest of all parties who may be or become interested in the said consignment, as their respective interests may ultimately appear, and plaintiff is entitled to maintain this action.

17. Plaintiff and its predecessors in title have performed all of the conditions precedent on their part to be performed under the terms of the said contract.

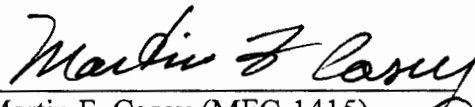
WHEREFORE, Plaintiff prays:

1. The Court order, adjudge and decree that defendant, HANJIN SHIPPING CO. LTD. be found liable and pay to plaintiffs the losses sustained herein, together with pre-judgment and post-judgment interest thereon and their costs.
2. That this Court grant to plaintiff such other and further relief as may be just and proper.

Dated: New York, New York
June 19, 2008
115-942

CASEY & BARNETT, LLC
Attorneys for Plaintiff

By:


Martin F. Casey (MFC-1415)
317 Madison Avenue, 21st Floor
New York, New York 10017
(212) 286-0225